

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

DOMINION CITRUS, LTD.	:	CIVIL ACTION
Ontario Food Terminal	:	
165 The Queensway Room 304	:	
Etobicoke Ontario M8Y 1H8	:	
and	:	
AGRI SOUSS	:	
P/C Fresh Fruit S.A.	:	
Parcelle No 4 1 er Etage	:	
Nouveau Port Anza	:	
Agadir, Morocco	:	
and	:	
EL BOURA	:	
P/C Fresh Fruit S.A.	:	
Parcelle No 4 1 er Etage	:	
Nouveau Port Anza	:	
Agadir, Morocco	:	
and	:	
GPA	:	
P/C Fresh Fruit S.A.	:	
Parcelle No 4 1 er Etage	:	
Nouveau Port Anza	:	
Agadir, Morocco	:	
and	:	
LIMOUNA SOUSS	:	
P/C Fresh Fruit S.A.	:	
Parcelle No 4 1 er Etage	:	
Nouveau Port Anza	:	
Agadir, Morocco	:	
and	:	
PRIAGRUS	:	
P/C Fresh Fruit S.A.	:	
Parcelle No 4 1 er Etage	:	
Nouveau Port Anza	:	
Agadir, Morocco	:	
Plaintiffs	:	
v.	:	
M/V ATLANTIC HOPE, her engines,	:	
machinery, tackle, apparel, etc	:	
and	:	

ARTEMIS LINE, S.A.	:
20 Federico, Boydave,	:
51 St. Panama City, Panama	:
and	:
KANTOH KAIUN CO. LTD.	:
7-14, Nihonbashi-tomizama-sho,	:
Chuo-ku, Tokyo Japan	:
and	:
SEATRADE REEFER CHARTERING N.V.	:
Atlantic House (4th fl.)	:
Noorderlaan 147, PO Box 10.012	:
2030 Antwerp 3, Belgium	:
and	:
SEATRADE GROUP, INC.	:
Atlantic House (4th fl.)	:
Noorderlaan 147, PO Box 10.012	:
2030 Antwerp 3, Belgium	:
and	:
SEATRADE USA	:
442 W. Kennedy Blvd., S. 290	:
Tampa, FL 33606 USA	:
and	:
DIAMOND STATE PORT CORPORATION	:
Port of Wilmington Administration Building	:
1 Hausel Road,	:
Wilmington, DE 19801-5852	:
and	:
MURPHY MARINE SERVICES, INC.	:
11 Gist Rd., Fl 1	:
Wilmington, De 19801-5879	:
Defendants.	: NO. 07-cv- 672

**FIRST AMENDED VERIFIED COMPLAINT IN ADMIRALTY**  
**IN REM AND IN PERSONAM**

Plaintiffs, by and through their undersigned attorneys, bring this civil action against Defendants and upon information and belief aver as follows:

1. Plaintiffs Dominion Citrus, Ltd., Agri Souss, El Boura, GPA, Limona Souss, and Priargus, (hereinafter collectively "Plaintiffs") bring this suit against Defendants under the

provisions of 28 U.S.C. Section 1333, as this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and the specific procedures of said Rules relative to admiralty actions.

2. At all times hereinafter mentioned, Plaintiffs, were and still are business entities duly organized and existing under the law with offices and places of business as set forth in the caption, and were and still are shippers and exporters and/or importers of fruit, *inter alia*.

3. Upon information and belief, at all times hereinafter mentioned, Defendant M/V ATLANTIC HOPE (hereinafter "vessel"), was and still is a vessel operated as a common and/or private carrier of goods in ocean transportation and upon information and belief, she is now, or will be during the pendency of this action, within this District and subject to the jurisdiction of this Honorable Court.

4. Upon information and belief, at all times hereinafter mentioned, Defendants Artemis Line, S.A., Kantoh Kaiun co. Ltd., Seatrade Reefer Chartering N.V., Seatrade Group, Inc., and/or Seatrade USA, were and still are business entities duly organized and existing under the law, with the address set forth in the caption, and was/were the owner(s) and/or disponent owner(s) and/or charterer(s) and/or manager(s) and/or operator(s) of the vessel and was/were engaged in the common and/or private carriage of merchandise by water for hire. These Defendants and the vessel, *in rem*, are hereinafter referred to as the "Vessel Defendants."

5. At all times hereinafter mentioned, Defendant Diamond State Port Corporation (hereinafter "DSPC" or "Defendant") was and still is a corporate entity of the State of Delaware, duly organized and existing under the law with an office and principal place of business as set forth in the caption, and was and still is the owner and operator of the Port of Wilmington Marine

Terminal where the vessel docked and discharged her cargo and DSPC was and still is engaged in providing stevedoring, storage and related terminal services at the Port of Wilmington and provided such services for the cargo discharged from the vessel and at issue herein.

6. At all times hereinafter mentioned, Defendant Murphy Marine Services Inc. (hereinafter "Murphy Marine" or "Defendant") was and still is a corporation or other business entity, duly organized and existing under the law with an office and principal place of business as set forth in the caption, and was and still is engaged in providing stevedoring, storage and related terminal services at the Port of Wilmington Marine Terminal and provided such services for the cargo discharged from the vessel and at issue herein.

7. DSPC and Murphy Marine are hereinafter referred to as the "Port Defendants."

8. Plaintiffs were and/or are the shippers, and/or consignees and/or owners and/or successors in title of the cargo described within and they bring this action on their behalf and as agents and trustees on behalf of and for the interest of all parties who are, may be or become interested in said shipment, as their respective interests may ultimately appear, and Plaintiffs are entitled to maintain this action.

9. Plaintiffs and all other parties in interest have duly performed all valid conditions precedent to the contracts of carriage on their part to be performed and all conditions precedent to Plaintiffs recovering under the bills of lading have occurred or have been performed by Plaintiffs and/or their predecessors in title.

10. At all times material hereto, the Vessel Defendants were and are now engaged in the business of common carriage and/or private carriage of merchandise by water for hire and owned, operated, managed, chartered, possessed and/or controlled various vessels, including the

vessel, as common and/or private carriers of merchandise for hire.

11. Vessels owned, operated, managed, chartered, possessed and/or controlled by the Vessel Defendants have used the ports of the State of Delaware, discharged and loaded cargo therein, been supplied services and stores therein, and the Vessel Defendants are subject to service of process under the applicable admiralty practice and the statutes of the State of Delaware.

12. Prior to the commencement of this action, Plaintiffs became the owner for the value of the cargo in question and the covering bills of lading, and/or the successor in title to the rights and interest of the holder of the bills of lading and brought this action on behalf of, and for the interest of all parties who are or may become, interested in the cargo in question as their respective interests may ultimately appear.

13. All and singular, the matters alleged are true and correct.

14. Plaintiffs reserve the right to amend and supplement this Complaint as further facts become available.

**COUNT ONE**

(Plaintiffs v. Vessel Defendants)

15. Plaintiffs incorporate the averments contained in all preceding paragraphs, inclusive, with the same force and effect as if fully set forth herein

16. On or about October 19, 2007 at Agadir, Morocco, (hereinafter "place of loading") there was shipped and delivered to the Defendant vessel, and the other Vessel Defendants, as common and/or private carriers, for delivery to the port of Wilmington, DE, a cargo of clementines in boxes, owned and/or shipped by Plaintiffs, then being in good order and

condition, and the Vessel Defendants then and there accepted said cargo so shipped and delivered to them, and in consideration of certain agreed freight charges, executed and delivered certain bills of lading including but not limited to bill(s) of lading SDGRAGAWI702001, SDGRAGAWI702002, SDGRAGAWI702003, SDGRAGAWI702004, SDGRAGAWI702005, SDGRAGAWI702006 and SDGRAGAWI702007, signed and delivered to the shippers or consignees of said cargo by the Vessel Defendants, or by the Master of the vessel and/or his duly authorized agent (attached in Exhibit A), or other contract(s) of carriage, to the shippers, agreed to transport and carry the said shipment to the destination stated therein and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees named in the bill of lading.

17. Thereafter, the Vessel Defendants loaded the said merchandise on the vessel, which having on board said merchandise sailed from the port of loading and subsequently, on or about October 30, 2006, but upon arrival of the vessel and delivery of the cargo to the consignees the cargo was not in the same good order and condition as when delivered to the Vessel Defendants and the vessel, but rather, the cargo is seriously impaired in value by reason of sustaining physical damage and/or shortage, *inter alia*.

18. The loss of and damage to Plaintiffs' merchandise was not caused by any act or omission of Plaintiffs or those for whom they may be responsible, but instead was caused by the unseaworthiness of the vessel and the violation of the Vessel Defendants' duties and obligations as common carriers by water for hire, and/or private carriers by water for hire, and the breach of the Vessel Defendants' contracts of carriage and other agreements with Plaintiffs.

19. By reason of the unseaworthiness of the vessel, and/or the Vessel Defendants'

breach of the contracts of carriage and other agreements with Plaintiffs, Plaintiffs have sustained damages presently estimated to be in excess of One Hundred Eighty Seven Thousand Four Hundred Forty One Dollars and Twenty One Cents (\$187,441.21) plus interest, costs and attorney's fees. Plaintiffs reserve the right to increase this amount should their losses ultimately be in excess thereof.

20. The applicable bills of lading and/or contracts of carriage are governed by the general maritime law of the United States and/or the Carriage of Goods by Sea Act, 46 U.S.C. § 1301 et seq., and/or other applicable laws or conventions.

21. By reason of the aforesaid, Plaintiffs have a maritime lien on the vessel.

WHEREFORE, Plaintiffs pray that:

(a) Process of arrest in due form of law according to the practice of this Honorable Court in causes of admiralty and maritime claims may issue against the vessel, her engines, boilers, etc. as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure; that all persons having or claiming any interest therein be cited to appear and answer, under oath, all and singular, the matters herein; that judgment be entered in favor of Plaintiffs for the damages as aforesaid, with interest, costs and attorney's fees; that the said vessel be condemned and sold and the proceeds of said sale be brought into this Court and applied to pay Plaintiffs the sums found due them.

(b) Process in due form of law according to the practice of this Honorable Court may issue against the Vessel Defendants citing them to appear and answer, under oath, all and singular the matters herein.

(c) If the Vessel Defendants cannot be found within this District, then all of

their property, credits and/or effects in the possession of any person, partnership, or corporation, including any vessel owned or operated by said Vessel Defendants be attached as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure in an amount double the above claimed damages.

(d) Judgment be entered in favor of Plaintiffs and against the Vessel Defendants, jointly or severally, for the damages as aforesaid, with interest, costs and attorney's fees.

(e) The Court grant such other and further relief to Plaintiffs as in law and justice they may be entitled to receive.

**COUNT TWO**  
(Plaintiffs v. Vessel Defendants)

22. Plaintiffs incorporate the averments of all preceding paragraphs, inclusive, with the same force and effect as if fully set forth herein.

23. The loss of and damage to Plaintiffs' merchandise was caused by the carelessness, negligence, breach of duty or breach of warranty and lack of due care of the Vessel Defendants.

24. By reason of the Vessel Defendants' carelessness, negligence, breach of duty or breach of warranty and lack of due care, Plaintiffs have sustained damages presently estimated to be in excess of One Hundred Eighty Seven Thousand Four Hundred Forty One Dollars and Twenty One Cents (\$187,441.21) plus interest, costs and attorney's fees. Plaintiffs reserve the right to increase this amount should their losses ultimately be in excess thereof.

25. By reason of the aforesaid, Plaintiffs have a maritime lien on the vessel.



WHEREFORE, Plaintiffs pray that:

(a) Process of arrest in due form of law according to the practice of this Honorable Court in causes of admiralty and maritime claims may issue against the vessel, her engines, boilers, etc. as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure; that all persons having or claiming any interest therein be cited to appear and answer, under oath, all and singular, the matters herein; that judgment be entered in favor of Plaintiffs for the damages as aforesaid, with interest, costs and attorney's fees; that the said vessel be condemned and sold and the proceeds of said sale be brought into this Court and applied to pay Plaintiffs the sums found due them.

(b) Process in due form of law according to the practice of this Honorable Court may issue against the Vessel Defendants citing them to appear and answer, under oath, all and singular the matters herein.

(c) If the Vessel Defendants cannot be found within this District, then all of their property, credits and/or effects in the possession of any person, partnership, or corporation, including any vessel owned or operated by said Vessel Defendants be attached as provided in the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure in an amount double the above claimed damages.

(d) Judgment be entered in favor of Plaintiffs and against the Vessel Defendants, jointly or severally, for the damages as aforesaid, with interest, costs and attorney's fees.

(e) The Court grant such other and further relief to Plaintiffs as in law and justice they may be entitled to receive.

**COUNT THREE**

(Plaintiffs v. Port Defendants)

26. Plaintiffs incorporate the averments of all preceding paragraphs, inclusive, with the same force and effect as if fully set forth herein.

27. DSPC and Murphy Marine were engaged to perform stevedoring, clerking and checking services and related terminal operations required to discharge and store the cargo from the vessel and deliver the same to Plaintiffs or their order.

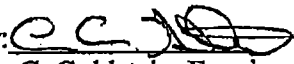
28. Pursuant to said engagement DSPC and Murphy Marine warranted that Plaintiffs' cargo would be given careful and prudent handling and storage and that all services undertaken by it would be performed in a proper and workmanlike manner.

29. As a result of DSPC's and Murphy Marine's fault, carelessness, negligence, lack of due care, breach of warranty of workmanlike service and breach of contract Plaintiffs' cargo was damaged, lost and/or destroyed, said losses being in excess of Nine Thousand Three Hundred Seventy Two Dollars (\$9,372.00), plus interest, costs and attorney's fees. Plaintiffs reserve the right to increase this amount should their losses ultimately be in excess thereof.

WHEREFORE, Plaintiffs demand that judgment be entered in favor of Plaintiffs and

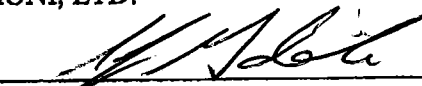
against the Port Defendants, jointly or severally, for the damages as aforesaid, with interest, costs and attorney's fees.

Lee C. Goldstein Esq.

By:   
Lee C. Goldstein, Esquire  
615 W. 18<sup>th</sup> St.  
P.O. Box 1957  
Wilmington, DE  
Attorney ID No. 231

OF COUNSEL:

MATTIONI, LTD.


By:   
Dante Mattioni, Esquire  
Stephen J. Galati, Esquire  
399 Market Street, Second Floor  
Philadelphia, PA 19106  
(215) 629-1600  
Attorney for Plaintiff(s)

**VERIFICATION BY WAY OF UNSWORN DECLARATION**

I am a member of the law firm of Mattioni, Ltd. counsel for the Plaintiffs, in this matter. Plaintiffs are business entities and there are no authorized officers of the Plaintiffs readily available in the District to make this verification; I am authorized to make this verification on behalf of Plaintiffs; the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, except as to matters therein stated upon information and belief, and as to these matters, I believe them to be true; the sources of my information and the grounds of my belief are documents in the possession of my firm and reports made to me by officers, employees, representatives and agents of Plaintiffs.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on: October 25, 2007

A handwritten signature in black ink, appearing to read "S. Galati", is written over a horizontal line.

Stephen J. Galati

# EXHIBIT A

STAFF

Fax:3024727742

Nov 1 2006 11:37 P.03

PAGE 2

B/L No. SDGRAGAWI702001

Shipper

**AGRI SOUSS**  
**P/C FRESH FRUIT**  
**PARCELLE N° 4 1er ETAGE**  
**NOUVEAU PORT ANZA**  
**AGADIR**

Consignee to order of

**DOMINION CITRUS LTD**  
**ONTARIO TERMINAL FOOD**  
**165 THE QUEENSWAY**  
**ROOM 304 ETOBICOKE**  
**ONTARIO M8Y / 1H8 Canada**

NOTIFY

**DOMINION CITRUS LTD**  
**ONTARIO TERMINAL FOOD**  
**165 THE QUEENSWAY**  
**ROOM 304 ETOBICOKE**  
**ONTARIO M8Y / 1H8 Canada**

Vessel

**M/S ATLANTIC HOPE**

Port of Loading

**AGADIR**

Port of discharge

**WILMINGTON - DELAWARE****BILL OF LADING**

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

Issued for use in international trade

by

The Baltic and International

Maritime Conference

**ORIGINAL**

Shipper's description of goods

Gross weight

Net weight

said to be

said to weigh

**MOROCCO****579 PALLETS SAID TO CONTAIN 156 771 BOXES OF CLEMENTINES****507 282 KGS****458 910 KGS**

*Large sustained significant damage.  
 during voyage. The load  
 carrier responsible.*

**CLEAN ON BOARD****" FREIGHT IS PAYABLE AS PER CHARTER PARTY DATED 04/10/2006 "**

*Emi Distretto*  
*November 1, 2006*

(of which on deck at shippers risk, the Carrier not  
 being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 04.10.2006

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on  
 board the Vessel for carriage to the Port of Discharge or so near  
 thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of  
 Bills of Lading indicated below all of this tenor and date, any one of which being  
 accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue


**20th October 2006****WILMINGTON, DE**

Number of original Bills of Lading  
**( THREE ) 3**

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

*B. Lyden*  
**GENERAL STEAMSHIP CORPORATION, LTD.**  
**AS AGENTS**

*Master* 

STAFF

Fax:3024727742

Nov 1 2006 11:37 P.04

PAGE 2

Shipper

**EL BOURA**  
**P/C FRESH FRUIT**  
**PARCELLE N° 4 1er ETAGE**  
**NOUVEAU PORT ANZA**  
**AGADIR**

Consignee to order of

**DOMINION CITRUS LTD**  
**ONTARIO TERMINAL FOOD**  
**165 THE QUEENSWAY**  
**ROOM 304 ETOBICOKE**  
**ONTARIO M8Y / 1H8 Canada**

NOTIFY

**DOMINION CITRUS LTD**  
**ONTARIO TERMINAL FOOD**  
**165 THE QUEENSWAY**  
**ROOM 304 ETOBICOKE**  
**ONTARIO M8Y / 1H8 Canada**

Vessel

**M/S ATLANTIC HOPE**

Port of Loading

**AGADIR**

Port of discharge

**WILMINGTON - DELAWARE****BILL OF LADING**

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Edition 1994

Reference No.

issued for use in international trade

by

The Baltic and International

Maritime Conference

B/L No. SDGRAGAWI7Q2002

**ORIGINAL**

Shipper's description of goods

Gross weight

Net weight

said to be

said to weigh

**MOROCCO****96 PALLETS SAID TO CONTAIN 25 940 BOXES OF CLEMENTINES****84 012 KGS****76 000 KGS****CLEAN ON BOARD****"FREIGHT IS PAYABLE AS PER CHARTER PARTY DATED 04/10/2006"**

*Large. Sustained significant damage  
during voyage. We hold carrier  
responsible.*

*Ernie Fiestella  
Nov. 1, 2006.*

(of which on deck at shippers risk, the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 04.10.2006

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on  
board the Vessel for carriage to the Port of Discharge or so near  
thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of  
Bills of Lading indicated below all of this tenor and date, any one of which being  
accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue

**20th October 2006****WILMINGTON, DE**

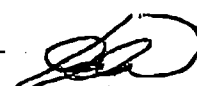
Number of original Bills of Lading

**( THREE ) 3**

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

**GENERAL STEAMSHIP CORPORATION, LTD.**  
**AS AGENTS**

*Master* 

STAFF

Fax:3024727742

Nov 1 2006 11:37 P.05

PAGE 2

Shipper

G P A  
P/C FRESH FRUIT  
PARCELLE N° 4 1er ETAGE  
NOUVEAU PORT ANZA  
AGADIR

Consignee to order of

DOMINION CITRUS LTD  
ONTARIO TERMINAL FOOD  
165 THE QUEENSWAY  
ROOM 304 ETOBICOKE  
ONTARIO M8Y / 1H8 Canada

NOTIFY

DOMINION CITRUS LTD  
ONTARIO TERMINAL FOOD  
165 THE QUEENSWAY  
ROOM 304 ETOBICOKE  
ONTARIO M8Y / 1H8 Canada

Vessel

M/S ATLANTIC HOPE

Port of Loading

AGADIR

Port of discharge

WILMINGTON - DELAWARE

## BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Edition 1994

issued for use in international trade

by

The Baltic and International  
Maritime Conference

Reference No.

B/L No. SDGRAGAWI702003

ORIGINAL

Shipper's description of goods

Gross weight

Net weight

said to be

said to weigh

MOROCCO

652 PALLETS SAID TO CONTAIN 191 106 BOXES OF CLEMENTINES

561 134 KGS

505 102 KGS

*Cargo sustained significant damage  
during voyage. We hold owner  
responsible.*

CLEAN ON BOARD

"FREIGHT IS PAYABLE AS PER CHARTER PARTY DATED 04/10/2006"

*Erwin P. [Signature]  
November 1, 2006.*

(of which on deck at shippers risk, the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per  
CHARTER PARTY dated : 04.10.2006

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading ..... days ..... hours.

SHIPPED at the Port of Loading in apparent good order and condition on  
board the Vessel for carriage to the Port of Discharge or so near  
thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of  
Bills of Lading indicated below all of this tenor and date, any one of which being  
accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue

20th October 2006

WILMINGTON, DE

Number of original Bills of Lading

(THREE) 3

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

*B. Lyden*  
GENERAL STEAMSHIP CORPORATION, LTD.  
AS AGENTS

*Master [Signature]*



STAFF

Fax:3024727742

Nov 1 2006 11:37 P.06

PAGE 2

B/L No.SDGRAGAWI702004

## BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

issued for use in international trade

by

The Baltic and International

Maritime Conference

Shipper

LIMOUNA SOUSS  
P/C FRESH FRUIT  
PARCELLE N° 4 1er ETAGE  
NOUVEAU PORT ANZA  
AGADIR

Consignee to order of

DOMINION CITRUS LTD  
ONTARIO TERMINAL FOOD  
165 THE QUEENSWAY  
ROOM 304 ETOBICOKE  
ONTARIO M8Y / 1H8 Canada

NOTIFY

DOMINION CITRUS LTD  
ONTARIO TERMINAL FOOD  
165 THE QUEENSWAY  
ROOM 304 ETOBICOKE  
ONTARIO M8Y / 1H8 Canada

Vessel

M/S ATLANTIC HOPE

Port of Loading

AGADIR

Port of discharge

WILMINGTON - DELAWARE

ORIGINAL

Shipper's description of goods

Gross weight

Net weight

said to be

said to weigh

MOROCCO

308 PALLETS SAID TO CONTAIN 90 604 BOXES OF CLEMENTINES

261 970 KGS

235 832 KGS

*Large sustained significant damage  
during voyage. We hold carrier  
responsible.*

CLEAN ON BOARD

"FREIGHT IS PAYABLE AS PER CHARTER PARTY DATED 04/10/2006"

*Ernie Schutte  
November, 1, 2008*

(of which on deck at shippers risk, the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 04.10.2006

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading: .....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on  
board the Vessel for carriage to the Port of Discharge or so near  
thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of  
Bills of Lading indicated below all of this tenor and date, any one of which being  
accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue

20th October 2006

WILMINGTON, DE

Number of original Bills of Lading

( THREE ) 3

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

GENERAL STEAMSHIP CORPORATION, LTD.

AS AGENTS

*Master [Signature]*

PAGE 2

B/L No. SDGRAGAWI702005

Shipper

**PRIAGRUS  
 P/C FRESH FRUIT  
 PARCELLE N° 4 1er ETAGE  
 NOUVEAU PORT ANZA  
 AGADIR**

Consignee to order of

**DOMINION CITRUS LTD  
 ONTARIO TERMINAL FOOD  
 165 THE QUEENSWAY  
 ROOM 304 ETOBICOKE  
 ONTARIO M8Y / 1H8 Canada**

NOTIFY

**DOMINION CITRUS LTD  
 ONTARIO TERMINAL FOOD  
 165 THE QUEENSWAY  
 ROOM 304 ETOBICOKE  
 ONTARIO M8Y / 1H8 Canada**

Vessel

**M/S ATLANTIC HOPE**

Port of Loading

**AGADIR**

Port of discharge

**WILMINGTON - DELAWARE**

# BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Edition 1994

issued for use in international trade

by

The Baltic and International

Maritime Conference

Reference No.

**ORIGINAL**

Shipper's description of goods

Gross weight

Net weight

said to be

said to weigh

**MOROCCO**

**196 PALLETS SAID TO CONTAIN 52 935 BOXES OF CLEMENTINES**

**172 527 KGS**

**156 054 KGS**

*Cargo sustained significant damage during voyage. We hold carrier responsible.*  
**CLEAN ON BOARD**  
 "FREIGHT IS PAYABLE AS PER CHARTER PARTY DATED 04/10/2006"  
*Ernie Bistler*  
 Nov. 1, 2006.

(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 04.10.2006

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue

Number of original Bills of Lading  
**( THREE ) 3**

**20th October 2006**

**WILMINGTON, DE**

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

**GENERAL STEAMSHIP CORPORATION, LTD.**  
 AS AGENTS

*Master* 

Shipper  
**AGRI SOUSS**  
**P/C FRESH FRUIT**  
**PARCELLE N° 4 1er ETAGE**  
**NOUVEAU PORT ANZA**  
**AGADIR**

# **BILL OF LADING**

B/L No.SDGRAGAWI702006

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Reference No.

Edition 1994

Issued for use in International trade

by

The Baltic and International

Maritime Conference

Consignee to order of

**DOMINION CITRUS LTD**  
**ONTARIO TERMINAL FOOD**  
**165 THE QUEENSWAY**  
**ROOM 304 ETOBICOKE**  
**ONTARIO M8Y / 1H8 Canada**

NOTIFY

**DOMINION CITRUS LTD**  
**ONTARIO TERMINAL FOOD**  
**165 THE QUEENSWAY**  
**ROOM 304 ETOBICOKE**  
**ONTARIO M8Y / 1H8 Canada**

Vessel

**M/S ATLANTIC HOPE**

Port of Loading

**AGADIR**

Port of discharge

**WILMINGTON - DELAWARE**

**ORIGINAL**

Shipper's description of goods

Gross weight

Net weight

said to be

said to weigh

**MOROCCO**

**12 PALLETS**

**SAID TO CONTAIN**

**4 320 EMPTY BOXES**

**1 358 KGS**

*Large sustained significant damage during voyage. We hold carrier responsible.*

**CLEAN ON BOARD**

" FREIGHT IS PAYABLE AS PER CHARTER PARTY DATED 04/10/2006 "

*Em. Kikuchi*

*November, 1, 2006*

(of which on deck at shippers risk, the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 04.10.2006

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue

**20th October 2006**

**WILMINGTON, DE**

Number of original Bills of Lading  
**( THREE ) 3**

Signature

AS AGENTS FOR AND ON BEHALF OF MASTER

*B. Lyden*  
**GENERAL STEAMSHIP CORPORATION, LTD.**  
**AS AGENTS**

*Master [Signature]*

STAFF

Fax:3024727742

Nov 1 2006 11:38 P.09

Shipper

AGRI SOUSS  
P/C FRESH FRUIT  
PARCELLE N° 4 1er ETAGE  
NOUVEAU PORT ANZA  
AGADIR

Consignee to order of

DOMINION CITRUS LTD  
ONTARIO TERMINAL FOOD  
165 THE QUEENSWAY  
ROOM 304 ETOBICOKE  
ONTARIO M8Y / 1H8 Canada

NOTIFY

DOMINION CITRUS LTD  
ONTARIO TERMINAL FOOD  
165 THE QUEENSWAY  
ROOM 304 ETOBICOKE  
ONTARIO M8Y / 1H8 Canada

Vessel

M/S ATLANTIC HOPE

Port of Loading

AGADIR

Port of discharge

WILMINGTON - DELAWARE

## BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

Code Name "Congenbill"

Edition 1994

Reference No.

issued for use in international trade

by

The Baltic and International  
Maritime Conference

PAGE 2

B/L No SDGRAGAWI702007

ORIGINAL

Shipper's description of goods

Gross weight

Net weight

said to be

said to weigh

MOROCCO

3 CARTONS

SAID TO CONTAIN

3 UNITS CONTAINING COMPLEX OF STICKERS

75 KGS

CLEAN ON BOARD

"FREIGHT IS PAYABLE AS PER CHARTER PARTY DATED 04/10/2006"

*Large sustained significant  
damage during voyage. No hold!  
Carrier responsible*

*Emir Dabab*  
*November 1, 2006*

(of which on deck at shippers risk, the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated : 04.10.2006

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED at the Port of Loading in apparent good order and condition on  
board the Vessel for carriage to the Port of Discharge or so near  
thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of  
Bills of Lading indicated below all of this tenor and date, any one of which being  
accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable as per

Place and date of issue

Number of original Bills of Lading

(THREE) 3

Signature

20th October 2006 WILMINGTON, DE

AS AGENTS FOR AND ON BEHALF OF MASTER

*B. Lyden*  
GENERAL STEAMSHIP CORPORATION, LTD.,  
AS AGENTS

*Master* *[Signature]*